



BellSouth Telecommunications, Inc.
333 Commerce Street, Suite 2101
Nashville, TN 37201-3300

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REC'D TN
REGULATORY AUTH.

01 MAR 9 PM 3 41
Guy M. Hicks
General Counsel

OFFICE OF THE EXECUTIVE SECRETARY
March 9, 2001
615 214 6301
615 214 7406

Mr. David Waddell
Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

Re: *Approval of the Interconnection Agreement and Amendments Thereto
between BellSouth Telecommunications, Inc. and Level 3
Communications, LLC pursuant to Sections 251 and 252 of the
Telecommunications Act of 1996*
Docket No. 01-00209

Dear Mr. Waddell:

BellSouth Telecommunications, Inc. ("BellSouth") and Level 3 Communications, LLC ("Level 3") filed a Petition for Approval of the Interconnection Agreement and Amendments Thereto on March 2nd, 2001. Level 3 adopted the XO Tennessee, Inc. f/k/a Nextlink Tennessee, Inc. ("XO") Interconnection Agreement and indicated in a letter, attached to the filing, that they also desired to adopt the recent Amendment to the XO Agreement which addresses the definition of Local Traffic.

Enclosed please find the revised Adoption Agreement, dated March 8, 2001 which includes the Local Traffic Amendment to replace the Adoption Agreement which was filed on March 2, 2001.

Thank you for your attention to this matter.

Sincerely yours,



Guy M. Hicks

cc: Michael R. Romano, Level 3 Communications, LLC
Tamar E. Finn, Attorney for Level 3 Communications, LLC

AGREEMENT

This Agreement, which shall become effective as of date signed by both parties, is entered into by and between Level 3 Communications, LLC, ("Level 3"), a Delaware corporation on behalf of itself, and BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

WHEREAS, the Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

WHEREAS, section 252(i) of the Act requires BellSouth to make available any interconnection, service, or network element provided under an agreement approved by the appropriate state regulatory body to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement in its entirety; and

WHEREAS, Level 3 has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth and NEXTLINK Tennessee, Inc. dated November 4, 1999 for the state of Tennessee.

NOW, THEREFORE, in consideration of the promises and mutual covenants of this Agreement, Level 3 and BellSouth hereby agree as follows:

1. Level 3 and BellSouth shall adopt in its entirety the NEXTLINK Tennessee, Inc. Interconnection Agreement dated November 4, 1999 and any and all amendments to said agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this Agreement. The NEXTLINK Tennessee, Inc. Interconnection Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference. The adoption of this agreement with amendment(s) consists of the following:

ITEM	NO. PAGES
Adoption Papers	3
Title Page	1
Table of Contents	1
General Terms and Conditions	20
Attachment 1	9
Attachment 2	64
Attachment 3	12
Attachment 4	16

Attachment 5	8
Attachment 6	4
Attachment 7	14
Attachment 8	7
Attachment 9	41
Attachment 10	3
Attachment 11	30
Attachment 12	8
Amendment dated 11/4/99	5
Amendment dated 11/4/99	20
Amendment dated 6/9/98	6
Amendment dated 1/24/01	2
TOTAL	274

2. In the event that Level 3 consists of two (2) or more separate entities as set forth in the preamble to this Agreement, all such entities shall be jointly and severally liable for the obligations of Level 3 under this Agreement.

3. The term of this Agreement shall be from the effective date as set forth above and shall expire as set forth in Section 1.1 of the NEXTLINK Tennessee, Inc. Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to section 1.1 of the NEXTLINK Tennessee, Inc. Interconnection Agreement, the effective date shall be November 4, 1999.

4. Level 3 shall accept and incorporate any amendments to the NEXTLINK Tennessee, Inc. Interconnection Agreement executed as a result of any final judicial, regulatory, or legislative action.

5. Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person or given by postage prepaid mail, address to:

BellSouth Telecommunications, Inc.

CLEC Account Team
9th Floor
600 North 19th Street
Birmingham, Alabama 35203
and

General Attorney - COU
Suite 4300
675 W. Peachtree St.
Atlanta, GA 30375

Level 3 Communications, LLC

Michael R. Romano
Attorney
1025 Eldorado Boulevard
Broomfield, CO 80021

and

Tamar E. Finn
Swidler Berlin Shereff Friedman, LLP
3000 K Street N. W., Suite 300
Washington, D. C. 20007

or at such other address as the intended recipient previously shall have designated by written notice to the other Party. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their authorized representatives.

BellSouth Telecommunications, Inc.

C.W. Boltz
Signature

C.W. Boltz
Name

3-8-01
Date

Level 3 Communications, LLC

Kevin J. Dunder
Signature

Kevin J. Dunder
Name

3/2/01
Date